#### AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, February 20, 2018 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

#### 1. CLERK CALLS THE ROLL

#### 2. APPROVAL OF MINUTES OF PREVIOUS MEETING

- (a) Approve minutes of the Regular Council Meeting of February 6, 2018.
- **PERSONAL APPEARANCES BY CITIZENS** No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
- 4. PUBLIC HEARINGS None
- 5. COMMUNICATIONS None

#### 6. REPORTS

- (a) Consider Board of Public Works minutes of February 12, 2018.
- (b) The Plan Commission Meeting of February 12, 2018 was cancelled due to a lack of agenda items.
- 7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code (a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of February 20, 2018. (minutes to be distributed prior to meeting)
  - **(b)** Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of February 20, 2018. *(minutes to be distributed prior to meeting)*
  - (c) Park Board minutes of February 13, 2018.
  - (d) Library Board minutes of January 10, 2018.

#### 8. APPLICATIONS

- (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (Complete list provided prior to Council meeting).
- **(b)** Consider Street Use Permit Application from Chippewa Falls Main Street for the Cruise In Summer Series Car shows to be held on May 19, June 23, and July 21, 2018 from 5:00 pm 9:00 pm utilizing the 100-500 blocks of N Bridge Street. (see recommendation of BPW not approved)
- (c) Consider Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Parade & Car Show on August 11, 2018 from 11:00 am 10:00 pm utilizing N Bridge St from Cedar St to the roundabout. (see recommendation of BPW)
- (d) Consider Street Use Permit Application from Chippewa Falls Main Street for the Downtown Earth Day Cleanup on Saturday, April 21, 2018 from 8:00 am 12:30 pm utilizing Harmony Courtyard.
- (e) Consider Application for Temporary "Class B" Wine Retailer's License from Chippewa Falls Main Street for Paint the Town Red on February 22, 2018 from 4:00 pm 7:00 pm at various locations (see attachment).
- (f) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Chippewa Falls Senior High School Athletic Booster Club for the Chi Hi Athletic Booster Club Extravaganza to be held on April 21, 2018 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
- (g) Consider Application for Class "E" Dance and Live Music License from the Chi-Hi Athletic Booster Club for the Northern Wisconsin State Fairgrounds on April 21, 2018.
- (h) Consider Sidewalk Use Permit Application from Chippewa Falls Main Street to place decorative bikes with flowers on sidewalks in various locations in the City. (see recommendation of Committee #3)
- 9. **PETITIONS** None
- 10. MAYOR ANNOUNCES APPOINTMENTS None
- 11. MAYOR'S REPORT None
- 12. REPORT OF OFFICERS None

#### 13. ORDINANCES

(a) Consider Ordinance #2018-01 Entitled: An Ordinance Repealing and Recreating the Electrical Code, Chapter 15 of the Chippewa Falls Municipal Code.

#### 14. RESOLUTIONS

#### 15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) Discuss and consider Amendment to Agreement with Ayres Associates.
- (b) Discuss and consider Master Agreement and General Conditions for Professional Services between the City of Chippewa Falls and CBS Squared, Inc.
- (c) Discuss and consider Agreement for Professional Services between the City of Chippewa Falls and CBS Squared, Inc.

#### 16. CLAIMS

(a) Consider claims as recommended by the Claims Committee.

#### 17. CLOSED SESSION - None

#### 18. ADJOURNMENT

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.

This agenda may be amended as it is reviewed.

#### CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on February 16, 2018 at 1:50 pm by BNG.

#### MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, February 6, 2018 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

#### **CLERK CALLS THE ROLL**

Council Members present: John Monarski, Rob Kiefer, CW King, Paul Olson, Paul Nadreau, and Robert Hoekstra.

Absent: Chuck Hull

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Assistant City Engineer Bill McElroy, Police Chief Matthew Kelm, Building Inspector/Zoning Administrator Paul Lasiewicz and Deputy City Clerk Julia Marshall.

#### APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Olson/Nadreau to approve the minutes of the Regular Council Meeting of January 16, 2018. All present voting aye, motion carried.

#### PERSONAL APPEARANCES BY CITIZENS - None

**PUBLIC HEARINGS - None** 

**COMMUNICATIONS** - None

#### **REPORTS**

- (a) The Board of Public Works meeting of January 22, 2018 was cancelled due to a lack of agenda items.
- (b) Motion by Olson/Nadreau to approve the Board of Public Works minutes of February 6, 2018. Roll Call Vote: Aye Olson, Nadreau, Hoekstra, Monarski, Kiefer, King. Motion carried.

#### **COUNCIL COMMITTEE REPORTS**

- (a) Motion by Nadreau/Monarski to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of January 30, 2018. Roll Call Vote: Aye Nadreau, Monarski, Kiefer, King, Olson, Hoekstra. Motion carried.
- (b) Motion by Nadreau/Monarski to approve the Joint Committee #1 Revenues, Disbursements, Water & Wastewater and Committee #3 Transportation, Construction, Public Safety & Traffic minutes of February 6, 2018. Roll Call Vote: Aye Nadreau, Monarski, Kiefer, King, Olson, Hoekstra. Motion carried.
- (c) Motion by Hoekstra/Kiefer to approve the Committee #2 Labor Negotiations, Personnel, Policy & Administration minutes of January 30, 2018. Roll call Vote: Aye—Hoekstra, Kiefer, King, Olson, Nadreau, Monarski. Motion carried.

#### **APPLICATIONS**

- (a) Motion by King/Olson to approve the Operator (Bartender) Licenses as approved by the Police Department. All present voting aye, motion carried.
- **(b) Motion by Hoekstra/King** to approve Street Use Permit Application from CFHS Cross Country for the 17<sup>th</sup> Annual Chilly Chippewa 5K Run/Walk to be held on March 3, 2018 from 10:00 am 11:15 am on various City Streets. **All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

MAYOR'S REPORT - None

**REPORT OF OFFICERS** - None

#### **ORDINANCES**

(a) First Reading of Ordinance #2018-01 Entitled: An Ordinance Repealing and Recreating the Electrical Code, Chapter 15 of the Chippewa Falls Municipal Code was presented. City Inspector Lasiewicz explained the city's current electrical code is outdated and needs to be brought up to date with state statutes.

#### RESOLUTIONS

(a) Motion by Olson/Nadreau to approve Resolution #2018-03 Entitled: Resolution Regarding 2018 Special Assessment Rates. Roll Call Vote: Aye -Olson, Nadreau, Hoekstra, Monarski, Kiefer, King. Motion carried.

#### OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

#### **CLAIMS**

(a) Motion by Olson/Monarski to approve the claims as recommended by the Claims Committee.

City General Claims:

\$151,615.69

Authorized/Handwritten Claims:

\$199,652.86

Department of Public Utilities:

\$123,604.30

Total of Claims Presented

\$474,872.85

Roll Call Vote: Aye – Olson, Monarski, Kiefer, King, Nadreau, Hoekstra. Motion carried.

#### **CLOSED SESSION**

(a) Motion by Monarski/Kiefer to enter into Closed Session under Sec. 19.85 (1) (c), Wis. Stats. "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" to:

(1) Discuss compensation, benefits and possible offer for City Planner candidate; and to include the Council, Attorney Ferg, Bauer, Rubenzer, and Marshall; may return to Open Session.

Roll Call Vote: Aye – Monarski, Kiefer, King, Olson, Nadreau, Hoekstra. Motion carried.

Motion by King/Olson to return to Open Session. All present voting aye, motion carried.

Mayor Hoffman announced the Council voted 5-1 in Closed Session to offer Brad Hentschel the City Planner position. Hentschel has accepted the position and the package offered. Hentschel starts on March 6, 2018.

#### ADJOURNMENT

Motion by Hoekstra/King to adjourn at 7:01 pm. All present voting aye, motion carried.

Submitted by:

Julia Marshall, Deputy City Clerk

# CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, FEBRUARY 12, 2018 – 5:30 PM

The Board of Public Works met in City Hall on Monday, February 12, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent. Ian Kopp and Tim Cruciani representing Citizen's State Bank were also present at the meeting.

- 1. <u>Motion</u> by Olson, seconded by Bauer to approve the minutes of the February 6, 2018 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. Ian Kopp appeared to request an easement across City parcel #71813OL01 (see attached) on behalf of Citizen's State Bank. He indicated that the bank had reached an agreement to purchase parcel #70948001 providing access to the City Lakeland Drive parcel from parcel #71352001 which Citizen's State Bank is offering for sale. Director of Public Works Rubenzer stated that he request had been made of the Board and Council twice previously and the request for easement had been approved contingent on annexation of parcel #71352001(for sale). Citizen's State Bank is willing to annex the parcel but in doing so would create a City "island" around parcel #73311001 in the Town of Eagle Point. Creation of an island is in violation of State Statute 66.0221. Director of Public Works Rubenzer stated there was a small chance either parcel would annex if they didn't annex at this time so that he was not in favor of granting an easement without annexation. Mayor Hoffman agreed. Director of Public Works Rubenzer continued that there was a sewer and water boundary agreement in place since 1969, which may allow the island to be formed. He will check with the Wisconsin Department of Administration for their opinion. Also, Director of Public Works Rubenzer stated that he would review the City parcel (Lakeland Drive) to see how or if it is City right-of-way, in which case, no easement across it would be necessary. Mayor Hoffman indicated that the city would get back to Citizen's State Bank when these two questions had been sufficiently researched and answered. **NO ACTION WAS TAKEN.**
- 3. Director of Public Works Rubenzer presented the attached Amendment to Agreement for professional services with Ayres Associates, Inc. for semi-annual groundwater monitoring (sampling, testing and reporting results) at the Nelson Road Landfill. Alderperson Olson stated he thought the \$9,000 estimate for these services was the same as 2017 and Director of Public Works Rubenzer confirmed.
  Motion by Hoffman, seconded by to recommend the Common Council approve the attached Amendment to Agreement for professional services with Ayres Associates, Inc. for semi-annual groundwater monitoring (sampling, testing and reporting results) at the Nelson Road Landfill and to authorize Mayor Hoffman to execute the agreement. All present voting aye. MOTION CARRIED.
- 4. The Board considered the attached request from Chippewa Falls Main Street for the Cruise in Summer Series Car Shows for events on May 19, June 23 and July 21, 2018.

Please note, these are draft minutes and may be amended until approved by the Common Council.

Director of Public Works Rubenzer stated that each event required six hours of Street Department staff time at \$50/hour for a total of \$300 per event. He stated that each event alone wasn't a large time requirement but that as more and more events are added, less and less work on the streets can be accomplished. Mayor Hoffman stated that each event draws large numbers of people downtown and downtown businesses strongly supported these events.

<u>Motion</u> by Hoffman, seconded by Bauer to recommend the Common Council approve the attached request from Chippewa Falls Main Street for the Cruise in Summer Series Car Shows for events on May 19, June 23 and July 21, 2018 and to not charge Chippewa Falls Main Street for the events. Voting aye were Hoffman and Bauer. Voting nay were Olson and Rubenzer. <u>MOTION WAS NOT APPROVED ON A 2-2 VOTE</u>.

- 5. The Board considered the attached request from Chippewa Falls Main Street for Pure Water Days Parade and Car Show on August 11, 2018. Alderperson Olson and Director of Public Works Rubenzer both indicated they supported not charging for this event since it was in place for decades.
  - <u>Motion</u> by Olson, seconded by Bauer to recommend the Common Council approve and not charge for the attached request from Chippewa Falls Main Street for Pure Water Days and Car Show on August 11, 2018. **All present voting aye.** <u>MOTION CARRIED.</u>
- 6. <u>Motion</u> by Olson, seconded by Bauer to adjourn. All present voting aye. <u>MOTION</u> <u>CARRIED.</u> The Board of Public Works meeting adjourned at 6:10 P.M.

Richard & Rubenzer, PE Secretary, Board of Public Works

#### CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES TUESDAY, FEBRUARY 6, 2018 – 5:30 PM

The Board of Public Works met in City Hall on Tuesday, February 6, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Also attending was Assistant City Engineer Bill McElroy.

- 1. <u>Motion</u> by Olson, seconded by Bauer to approve the minutes of the December 11, 2017 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. The Board of Public Works considered the attached list of proposed Special Assessment Rates for 2018. Director of Public Works Rubenzer noted that rates were very similar to last years(2017) but that water main and street and alley surfacing rates had went down while sanitary sewer main rates had risen. Assistant City Engineer McElroy stated he had calculated the rates using historical values and the average of low bid prices from the previous year, (2017), He added that the higher the quantity of an item, the lower the rate.

  Motion by Hoffman, seconded by Olson to recommend the Common Council accept the attached list of proposed Special Assessment Rates for 2018 and approve the corresponding resolution. All present voting aye. MOTION CARRIED.
- 3. <u>Motion</u> by Olson, seconded by Bauer to adjourn. All present voting aye. <u>MOTION</u> <u>CARRIED</u>. The Board of Public Works meeting adjourned at 5:35 P.M.

Richard V. Rubenzer, PE Secretary, Board of Public Works

# CHIPPEWA COUNTY WEB MAPPING

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#### CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, JULY 24, 2017 – 5:30 PM



The Board of Public Works met in City Hall on Monday, July 24, 2017 at 5:30 PM. Present were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Absent was Director of Public Works Rick Rubenzer. Also present at the meeting were Ian Kopp of Citizen's State Bank and Chris Elstran of Chippewa County.

- 1. <u>Motion</u> by Olson, seconded by Hoffman to approve the minutes of the July 10, 2017 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. Ian Kopp of Citizen's State Bank appeared to request a non-exclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin. This parcel is owned by the City of Chippewa Falls and shown as Lot #1 on the attached map. At the July 10th meeting, it was explained that access to the existing laundry building on Lot #3 of the attached map normally is along 156<sup>th</sup> Street but that 156th Street is actually a private street and access across Lot #2, (shown on the attached map and owned by Dennis Heyde), would also be necessary in order to get to Lot #1. At that time, the Board was concerned about granting an easement across a City parcel which would allow access to a township lot, (Lot #3), without annexation. Mr. Kopp indicated they are willing to annex their parcel in to the City of Chippewa Falls and stated they are attempting to acquire a city parcel to the South of their parcel that is currently owned by Dennis Heyde. Discussion included whether the City should allow annexation of the Citizen's State Bank property as it would create an island for the parcel to the east owned by Joe Kelly and located in the Town of Eagle Point. Although absent, the recommendation of City Engineer/Public Works Director/Utility Manager Rick Rubenzer was to not grant the easement without securing the annexation of the Citizen's State Bank parcel as well as the Kelly parcel. Mayor Hoffman stated there are other islands in the City and didn't think it would be an issue.

Motion by Senn to grant an easement to Citizen's State Bank along Lakeland Drive contingent on annexation of the property to the City and granting a permanent easement to the Kelly property by Citizen's State Bank. This motion died for lack of a second.

Motion by Hoffman to grant the easement contingent on annexation of the Citizen's State Bank property to the City. This motion died for lack of a second.

Motion by Olson/Hoffman to grant an easement to Citizen's State Bank contingent upon annexation of their property to the City. All present voting aye except Bauer who voted nay. MOTION CARRIED.

3. Chris Elstram from Chippewa County asked the Board to consider their request to replace concrete driveways on Grand Avenue and Central Street with hotmix. He indicated the concrete is failing due to heavy truck traffic and would prefer to replace with hotmix.

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parade and celebration held September 15-17, 2017 and to charge for Chippewa Falls Police Department services for the event. All present voting aye. MOTION CARRIED.

- 5. Lindsey Everson of Leinenkugel's appeared to support the Street Use Permit application for the Leinenkugel's 150<sup>th</sup> Anniversary Kick-Off party. Ms. Everson requested that the one block square of Elm St., N. Prairie St. and Cedar St. be closed from 12:00 A.M. to 12:00 P.M. on August 10, 2017 for the Leinenkugel's 150<sup>th</sup> Kick-Off party.

  Motion by Rubenzer, seconded by Olson that the Common Council approve the Street Use Permit application from Miller Coors for the Leinenkugel's 150<sup>th</sup> Kick-Off party to be held August 10, 2017 and to charge for Chippewa Falls Police Department services for the event. All present voting aye. MOTION CARRIED.
- 6. The Board considered the attached draft resolution for paving four downtown alleys. Director of Public Works Rubenzer noted the \$6.75 per foot of alley frontage would be a special charge to adjacent property owners. He continued that, by statute, special charges were to be paid with a single payment instead of in multiple payments. He stated that a public information meeting and public hearing would be conducted to consider the said special charges.

  Motion by Olson, seconded by Rubenzer to recommend the Common Council approve the attached resolution authorizing paving four downtown alleys with hot mix in the fall of 2017 after conducting a public information meeting and public hearing to consider the special charges. In addition, that Attorney Ferg give his opinion as to whether or not the special assessment payment process could be utilized for the said special charges. All present voting aye. MOTION CARRIED.
- 7. Neil Mathwig of Citizen's State Bank appeared to request a non-exclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin. This parcel is owned by the City of Chippewa Falls and shown as Lot #1 on the attached map. Mr. Mathwig explained that access to the existing laundry building on Lot #3 of the attached map normally is along 156th Street but that 156th Street is actually a private street. Access across Lot #2, (shown on the attached map and owned by Dennis Heyde), would also be necessary in order to get to Lot #1. The Board was concerned about granting an easement across a City parcel which would allow access to a township lot, (Lot #3), without annexation. Mr. Mathwig said he would check with the potential buyer as to if he intended to annex the parcel to the City of Chippewa Falls. Motion by Olson, seconded by Hoffman to table any recommendation on a nonexclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin until learning of the potential owners intention to annex the parcel to the City of Chippewa Falls. All present voting aye. MOTION CARRIED.
- 8. <u>Motion</u> by Olson, seconded by Bauer to adjourn. All present voting aye. <u>MOTION</u> CARRIED. The Board of Public Works meeting adjourned at 6:00 P.M.

Richard Rubenzer, PE Secretary, Boyd of Public Works

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### EASEMENT AGREEMENT

by and betwee of the laws of t	asement Agreement is made and entered into thisday of, 2017, in City of Chippewa Falls, a municipal corporation existing under and by the virtue the State of Wisconsin (hereinafter "Grantor") and Citizens State Bank, a Wisconsin tration (hereinafter "Grantee").
	Recitals
THE P	ARTIES hereto acknowledge the following:
1.	Grantor is the owner of the following parcel in Chippewa County, Wisconsin:
	Outlot 1 of Chippewa County Certified Survey Map No. 118 as recorded in Volume of Certified Survey Maps, pages, as Document No, Chippewa County, Wisconsin ("Parcel 1").
2. Wisconsin:	Grantee is the owner of the following described parcel in Chippewa County,
	Lot 1, Chippewa County Certified Survey Map No. 1352 as recorded in Volume 5 of Certified Survey Maps, pages 236-237, as Document No. 544106, Chippewa County, Wisconsin ("Parcel 2").
3. Wisconsin:	Grantee is the owner of the following described parcel in Chippewa County,
	Lot 1, Chippewa County Certified Survey Map No. 948 as recorded in Volume 3 of Certified Survey Maps on page 253 as Document No. 500518, City of Chippewa Falls, Chippewa County, Wisconsin ("Parcel 3").
4.	Parcel 3 is contiguous on its southern boundary with Parcel 1.
5. over Parcel 1	Grantor desires to grant Grantee a non-exclusive easement for ingress and egress
	Agreements
NOW contained her	, THEREFORE, in consideration of the above recitals and the mutual covenants rein, it is hereby agreed as follows:

- 1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, and assigns, a non-exclusive easement for ingress and egress over, through and across Parcel 1 as legally described in Exhibit A attached hereto in order to provide ingress, egress and access to Parcels 2 and 3.
- 2. **Easement Benefit.** The easement described in this instrument shall run with the land and shall be for the benefit of the Grantee and its successors and assigns.
- 3. Legal Status. Each and all of the easements and rights granted or created herein are appurtenances to each respective parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such parcels. For the purposes of such easement and rights, the parcel which is benefitted shall constitute the dominant estate, and the parcel which is burdened by such easement and rights shall constitute the servient estate.
- 4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no representations, warranties or other agreements between or among the parties in connection with the subject matter hereof, except as specifically set forth herein.
- 5. Governing Law. The validity and construction of this Agreement shall be governed by the internal substantive laws of the State of Wisconsin and may be enforced against any of the parties hereto in the courts of such state, the parties hereby submitting themselves to the jurisdiction of such courts.
- 6. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, and/or successors and assigns of the parties hereto.
- 7. Amendment; Severability. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party against whom the same shall be sought to be enforced. In case any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be a factor impaired thereby, but this Agreement shall be construed as if such provisions had never been contained herein.
- 8. Further Assurance. After the execution of this Agreement, each party shall from time to time, at the request of the other and without further cost or expense to the requesting party, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.
- 9. **Descriptive Headings; Gender.** The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and shall not control or affect any meaning of construction of any of the provisions hereof. Any use herein of the male, female, or neuter gender

shall be deemed, except if otherwise so stated, to include the omitted genders. Use of the singular or plural case includes the other where appropriate.

10. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the Register of Deeds for Chippewa County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[SIGNATURE PAGES FOLLOW]

GRANTOR:

#### CITY OF CHIPPEWA FALLS

		By:
		, Mayor
		By:City Clark
		, City Clerk
		GRANTEE:
		CITIZENS STATE BANK
		By:
		, Its
STATE OF WISCONSIN		
Chippewa County	ss. )	
Cmppewa County	,	
said County and State, pers who, being by me duly sy	sonally appeared worn did say he foregoing instr	, 2017, before me a Notary Public within and for d, to me personally known, e/she is the Mayor of Chippewa Falls, Wisconsin, the ument, and that said instrument was signed on behalf of council and said Mayor acknowledges said instrument
to be the free act and deed	of said munici	pality.
		, Notary Public
		Chippewa County, Wisconsin My commission expires:
		ivry commission oxphos.

STATE OF WISCONSIN )	
SS.	
Chippewa County )	·
said County and State, personally appeared who, being by me duly sworn did say he/sl municipality named in the foregoing instru	, 2017, before me a Notary Public within and for, to me personally known, he is the City Clerk of Chippewa Falls, Wisconsin, the ment, and that said instrument was signed on behalf of meil and said City Clerk acknowledges said instrument pality.
	, Notary Public Chippewa County, Wisconsin My commission expires:
STATE OF WISCONSIN ) ss. Chippewa County )	
said County and State, personally appeare being by me duly sworn did say he is the named in the foregoing instrument, and	, 2017, before me a Notary Public within and for ad, to me personally known, who, of Citizens State Bank, the corporation that said instrument was signed on behalf of said rectors and said officer acknowledges said instrument ition.
	, Notary Public
	Chippewa County, Wisconsin
	My commission expires:

This Agreement drafted by:

Jeffrey W. Guettinger Danielson, Guettinger, Richie & Manydeeds, S.C. 3410 Oakwood Mall Drive Post Office Box 1457 Eau Claire, WI 54702-1457 An easement located in Outlot 1 of Certified Survey Map #1813 in Government Lot 2 of Section 33, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

Commencing at the NW corner of Certified Survey Map #1813 (said corner being the SW corner CSM #948), thence N 89° 53' 53" E 498.77 feet, thence along the arc of a curve to the left with a radius of 165.00 feet and whose chord bears N 87° 16' 44" E 15.08 feet, thence continuing along the arc of a curve to the left with a radius of 165.00 feet and whose cord bears N 60° 35' 14" E 134.60 feet, thence N 36° 30' 54" E 166.26 feet, thence S 22° 04' 33" E 77.33 feet, thence along the arc of a curve to the right with a radius of 60.00 feet and whose chord bears S 5° 36' 56" E 80.50 feet, thence S 36° 30' 54" W 142.27 feet, thence S 89° 53' 53" W 582.80 feet, thence along the arc of a curve to the right with a radius of 60.00 feet and whose chord bears S 89° 53' 53" W 100.22 feet, thence N 0° 37' 29" E 66.01 feet to the point of beginning.

Said parcel is subject to easements and restrictions of record.

#### AMENDMENT TO AGREEMENT

Amendment Dated February 5, 2018

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

#### **SERVICES:**

#### Task 1—Monitoring Well and Gas Probe Sampling

Ground water monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored sampled annually in September.

#### Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently-approved methods.

#### Task 3—Data Reporting

The ground water monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

#### **COMPENSATION:**

CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$9,000.00, which includes laboratory fees, the same as the 2017 sampling cost.

#### PERIOD OF SERVICE:

The following schedule is estimated to complete the Services:

<u>TASK</u>	APPROXIMATE CALENDAR  DATE OF EVENT COMPLETION	
Sampling	March and September 2018	
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR	
In Witness Whereof, the parties here the day and year first written above.	o have made and executed this Amendment to Agreement as of	:
City of Chippewa Falls	Ayres Associates Inc	
OWNER	CONSULTANT	
	(Signature) Sen scatter	
	(Typed Name)Ben Peotter, PE	
	(Title) Manager – Environmental Services	

(Date)

Manager – Environmental Services

February 5, 2018



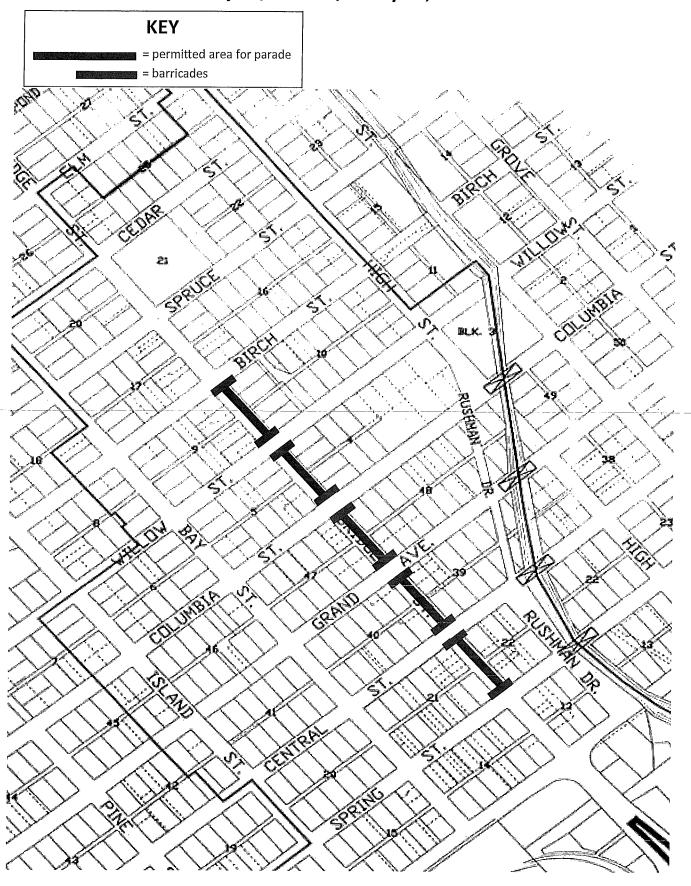
# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



City Clerk City of Chippewa Falls

Applicant Name and Address:	Applicant Phobey Number
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-6661
Please check here if the applicant is the individual in charge	Name, Address and Phone Number of the headquarters
of the event. If not, please indicate Name, Address and	of the organization and responsible head of such
Phone Number of responsible individual.	organization: Chippewa Falls Main Street, Inc. / Teri Ouimette 514 N. Bridge St. Chippewa Falls, WI 54729 715-723-6661
Name of the event:	Estimated number of persons participating:
Cruise In Summer Series Car Shows	500
Date and start and end times requested for street use:	
May 19, June 23, & July 21, 2018 5-9 p.m.	
Accurate description of the portion of the street or streets being I	equested for use (attach maps if necessary):
100-500 blocks of N. Bridge St. (all cross streets will be open)	
Use, described in detail, for which the street use permit is request	red:
Vintage cars, trucks, and motorcycles will be parked on the street f	or a car show.
City services requested for the event (e.g., Street Department or F	olice Department staff time)
Barricades (see attached map)	,
for which the permit is granted. This Street Use Permit for the event may be term safety, and welfare of the public appears to be endangered by the activities or if regulations adopted by the Common Council. Applicant understands they shall loconsiders the request for Street Use Permit. Failure to appear may be grounds signature of Applicant	the event is in violation of any of the conditions of the permit or one present when the Board of Public Works or City Council
OFFICE USE O	ONLY
Street Rept. 6hrs x 30/hr = 300 per en None from CFD X 100/hr = 300 per en Requirements of Applicant:	ce Chief and Director of Public Works): Let or 900 for 3 events
Approved by:	
	Ruhal f-Rely PE 2/14/2018
ignature of Chief of Police	ignature of Director of Public Works
Recommendation of Board of Public Works (if required):	Approved Denied
Decision of City Council (required):	Approved Denied

## Cruise In Summer Series Car Show Map May 19, June 23, & July 21, 2018





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



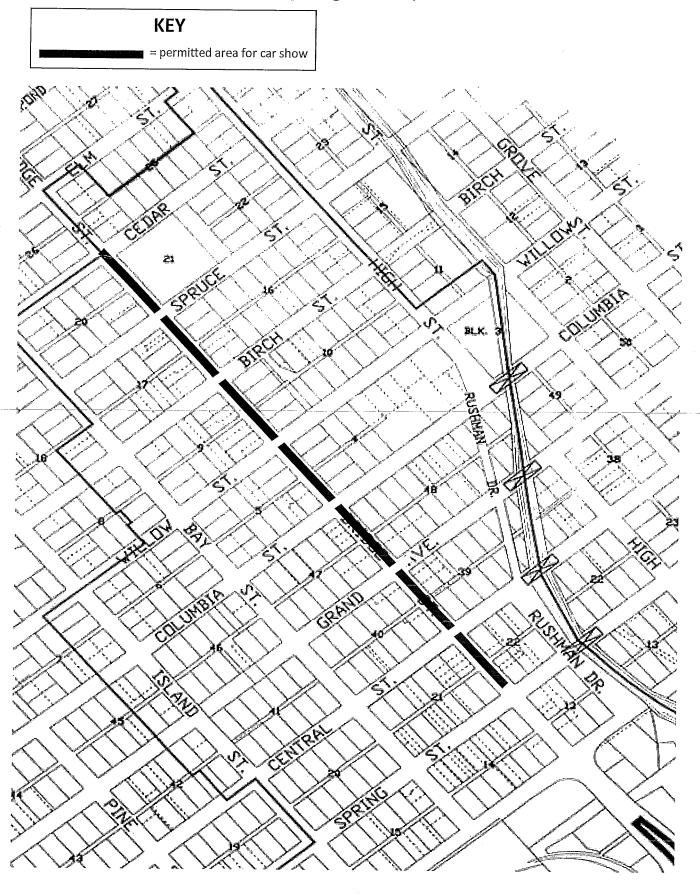
City Clerk City of Chippewa Falls

Applicant Name and Address:		Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		715-723-6661
Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	of the organization organization:	d Phone Number of the headquarters n and responsible head of such ain Street, Inc. / Teri Ouimette /I 54729
Name of the event:	Estimated number	of persons participating:
Pure Water Days Parade & Car Show	9,000+	
Date and start and end times requested for street use:		
Saturday, August 11th, 2018 11 a.m 10 p.m.		
Accurate description of the portion of the street or streets being	requested for use (a	attach maps if necessary):
N. Bridge St. from Cedar St. to the roundabout (see enclosed map	o)	
Use, described in detail, for which the street use permit is reques	ted:	
Floats and walking units will participate in PWD Parade and a car	show will be held aft	erwards
City-services-requested for the event (e.g., Street Department or	Police-Department s	taff time)——————————
Barricades (the Street Dept. will be provided with a map like previous	ous years)	
The applicant agrees to indemnify, defend, and hold the City and its employees expense incurred by the City or account of any injury to, or death of, any person for which the permit is granted. This Street Use Permit for the event may be ter safety, and welfare of the public appears to be endangered by the activities or if regulations adopted by the Common Council. Applicant understands they shall considers the request for Street Use Permit. Failure to appear may be grounds	s or any damage to prop minated by the Chippew the event is in violation be present when the Bo for denial of the reques	erty caused by or resulting from the activities a Falls Police Department if the health, of any of the conditions of the permit or pard of Public Works or City Council
OFFICE USE		
Estimated cost of City services requested (to be completed by Pol Johnson For Javane Detail. Jo Charge To Reddirements of Applicant:		or of Public Works):
Approved by:	Richal J-R.	by PE 2/14/2018
	Signature of Dicector of	Public Works /
Recommendation of Board of Public Works (if required):	Approved	Denied
Decision of City Council (required):	Approved	Denied

## Pure Water Days Parade Map Saturday, August 11th, 2018



## Pure Water Days Car Show Map Saturday, August 11th, 2018



## PARKS, RECREATION & FORESTRY BOARD MEETING Tuesday, February 13, 2018

- 1. <u>Call to order</u> by Beth Arneberg at 6:00 p.m.
  - Roll Call: Members Present: Dale Berg, Beth Arneberg, Heidi Hoekstra and Rob Kiefer. Absent: Nate Seckora, Audrey Stowell, Carmen Muenich.
  - Staff present: Dick Hebert.
- 2. <u>Approval of January 9, 2018, Minutes</u>: **Motion by Kiefer/Hoekstra to approve January 9, 2018, minutes. Motion passed.**
- 3. <u>Personal Appearances By Citizens</u>. None.
- 4. <u>Discuss / Consider Special Event Applications</u>: There are four renewal Special Events Applications. **Motion by Berg/Kiefer to approve special event** applications for the Stroll in the Park for Epilepsy, Chippewa Valley Century Ride, Memorial Day Program and Chippewa River Industries Company Picnic as presented. **Motion Passed**.
- 5. <u>Discuss/Consider:</u>
  - Discuss Bids for Duck Pond/Duck House Swale Project and Two Parking a. Lots in Irvine Park. Chad Oster of CBS Squared presented the proposals that were received on February 12, 2018 for paving, grading, pond reconstruction utility work and chain link fencing. Proposals were submitted and received from two general contractors. Motion by Berg/Hoekstra to accept the bid from Tanner Excavation in the amount of \$222,750. Motion Passed. Motion by Berg/Kiefer to amend the motion to include Tanner Excavation is awarded the bid contingent on paying thirty-five dollars for receiving digital copies of bid documents. Motion Passed. Chad Oster recommends using the unused precast panels from the Welcome Center/Small Mammal Building for the Duck Pond/Duck House Swale Project. The panels were going to be used for the decking on the new ski/walking trail bridges in Irvine Park. The bridges will be built with wood decking/rails and concrete abutments. Chad Oster will be providing additional information at the March 2018 Park Board Meeting.
  - b. <u>Discuss Park Rules Subcommittee Minutes from January 18, 2018.</u> The Park Board discussed subcommittee minutes. No action taken.
  - c. <u>Discuss Department Special Event Application Form.</u> The Park Board discussed the form. **Motion by Kiefer/Hoekstra to add the following to the application form: "Food Truck(s) at Event". Motion Carried.**
  - d. <u>Discuss improvements to Welcome Center.</u> Heidi Hoekstra asked when the birch- bark canoe, currently displayed at the Chippewa Valley Museum in Eau Claire Carson Park, will be moved and displayed at the Irvine Park Welcome Center. Hebert reported that it is to be determined.
  - e. <u>Discuss Erickson Park Improvement Project</u>. Ron Bakken is present. Bids have been advertised. Bid deadline and opening will be March 6, 2018. In

- final push to raise remaining funds. Approximately \$80,000 left to raise before March Park Board Meeting.
- f. <u>Discuss Riverfront Park</u>. No Report
- g. <u>Urban Forestry Grant Update</u>. No Report
- h. Flats Neighborhood Park. No Report
- i. <u>Casper Park Softball Press Boxes</u>. The Casper Foundation is contributing \$25,000 to build the two press boxes at the softball fields.
- j. <u>Discuss Location of 2018 Park Board Meetings</u>. The Park Board discussed scheduling future meetings at the Irvine Park Welcome Center. **Motion by Hoekstra/Berg to schedule the March through October, and December, 2018 Park Board Meetings in the Irvine Park Welcome Center. Motion Carried.** The November 2018 Meeting will be held in City Hall.
- k. Recreation Report. Josh Kriesel reports that the regular season of volleyball ends tonight. Playoffs start next week and end on March 13. Basketball playoffs start next week and are scheduled to end on March 7. Josh is planning new adult grass volleyball and co-ed flag football programs to be held at Casper Park. The Summer Program brochure should be up and running on the city website by Thursday. Plan to distribute more hard copies in the Irvine Park Welcome Center.
- I. <u>Director Report</u>. No Report.
- 6. <u>Approve Claims</u>. Claims reviewed. **Motion by Hoekstra/Kiefer to approve claims of \$51,626.69**. **Motion passed**.
- 7. Park Board Members' Concerns or Comments. Heidi Hoekstra feels the job description for the summer internship and/or seasonal position to work in the Welcome Center needs to be completed in the immediate future. The Department will reach out to college public history students as a possible labor pool.
- 8. <u>Adjournment</u>. Motion by Hoekstra/Kiefer to adjourn at 6:52 p.m. Motion passed.

Submitted by:

Dick Hebert; Parks, Recreation & Forestry Director

## Minutes of the Meeting of the Chippewa Falls Public Library Board of Trustees January 10, 2018

#### 1. Call to Order

Meeting was called to order by Board President Sarah Jones at 5:02 p.m.

#### 2. Roll Call of Members

Members Present: Ambelang, Hoekstra, Jones, King, Newton, Pamperin, Rasmus Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

#### 3. Approval of Agenda

Motion by King seconded by Hoekstra to approve the agenda as amended. All present Voting Aye. Motion carried.

#### 4. Disposition of the minutes of the regular meeting of Dec. 13, 2017.

Motion made by Hoekstra seconded by King to approve the minutes of the regular meeting of November 15, 2017 as corrected. All present Voting Aye. Motion carried.

#### 5 Disposition of the vouchers to be paid from the 2017 budget after January 16, 2018.

Motion made by Ambelang seconded by Rasmus to approve payment of the vouchers to be paid from the 2017 budget after January 16, 2018. Roll call Vote take. Aye – Ambelang, Hoekstra, Jones, King, Newton, Pamperin, Rasmus. All present Voting Aye. Motion carried.

#### 6. Disposition of the vouchers to be paid from the 2018 budget after January 16, 2018.

Motion made by Hoekstra seconded by King to approve payment of the vouchers to be paid from the 2018 budget after January 16, 2018. Roll call Vote take. Aye – Ambelang, Hoekstra, Jones, King, Newton, Pamperin, Rasmus. All present Voting Aye. Motion carried.

#### 7. Public appearances by citizens.

None

#### 8. Correspondence

Thank you for Jessi Peterson and Jenni Gilles-Turner participating in the United Way Read to Me.

#### 9. Management report

Director Niese presented the Management Report. He talked about highlights from the report. The Library is busy working on programming for the 2018 year. The theme for the Mini-golf will be a Mister Rogers.

#### 10. Committee reports

#### a) Approval of the minutes of the Policies & Facilities Meeting of December 13, 2017.

Motion made by Hoekstra, seconded by Ambelang to approve the minutes of the Policies & Facilities Meeting of December 13, 2017. All present Voting Aye. Motion carried.

#### 11. Current Business

#### a) Wrap up of Virginia O. Smith Meeting Room Dedication

The Dedication that was held on January 7<sup>th</sup> was well attended. There was great attendance and great food. The family was very appreciative of everything the Library did to make it a success.

#### 12. Announcements

- **a)** Still working on getting the no smoking sign installed outside the Library's main entrance. Cold weather has the patrons smoking under the awning causing the smoke to enter the Library when the goods are opened.
- **b)** After an IT meeting with the County Director Niese found out that the public computers are due for replacement. A rough estimate of \$9,000 will be needed for the update. He will check into grants available to help with the replacement cost.

#### 13. Items for future consideration.

- a) Fine Study
- b) Page Staffing

Director Niese handed out a proposal to have three evening pages instead of two utilizing the total hours allotted between three positions.

- c) Board picture at next meeting for website
- **d** Strategic Long Range Planning meeting will be schedule for January 31st at 5 p.m. at the Library. A one hour limit will be made for the meeting.

#### 14. Adjournment

Motion made to adjourn by Pamperin seconded by King. All present Voting Aye. Motion carried. Meeting adjourned at 5:44 p.m.

Respectfully Submitted, Deb Braden, Confidential Administrative Assistant



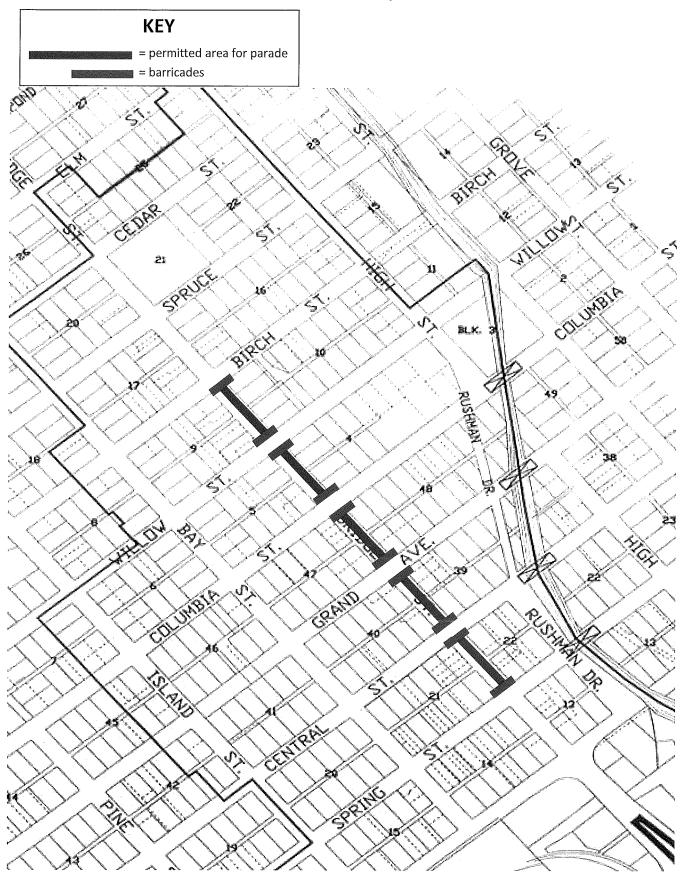
# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Gity Clerk City of Chippewa Falls

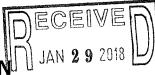
Applicant Name and Address:		Applicant Phob <sup>By</sup> Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		715-723-6661
Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	of the organization organization:	d Phone Number of the headquarters n and responsible head of such ain Street, Inc. / Teri Ouimette /1 54729
Name of the event:	Estimated number	of persons participating:
Cruise In Summer Series Car Shows	500	
Date and start and end times requested for street use:		
May 19, June 23, & July 21, 2018 5-9 p.m.		
Accurate description of the portion of the street or streets being	requested for use (a	attach maps if necessary):
100-500 blocks of N. Bridge St. (all cross streets will be open)		
Use, described in detail, for which the street use permit is reques	ted:	
Vintage cars, trucks, and motorcycles will be parked on the street	for a car show.	
City services requested for the event (e.g., Street Department or	Police Department s	staff time)
Barricades (see attached map)		
The applicant agrees to indemnify, defend, and hold the City and its employees a expense incurred by the City or account of any injury to, or death of, any person for which the permit is granted. This Street Use Permit for the event may be ter safety, and welfare of the public appears to be endangered by the activities or if regulations adopted by the Common Council. Applicant understands they shall considers the request for Street Use Permit. Failure to appear may be grounds	s or any damage to proper minated by the Chippew the event is in violation be present when the Bord for denial of the reque	perty caused by or resulting from the activities wa Falls Police Department if the health, of any of the conditions of the permit or pard of Public Works or City Council
OFFICE USE	ONLY	
Estimated cost of City services requested (to be completed by Pol Street Rept. 6405 x 50/hr = 300 per en Mone from CAD Kos  Requirements of Applicant:	ice Chief and Direct	for of Public Works): for 3 events
Approved by:  Signature of Chief of Police	Ruhaf f	Pely- PE 2/14/2018  Fublic Works
Recommendation of Board of Public Works (if required):	Approved	d Denied
Decision of City Council (required):	Approved	
		1

## Cruise In Summer Series Car Show Map May 19, June 23, & July 21, 2018





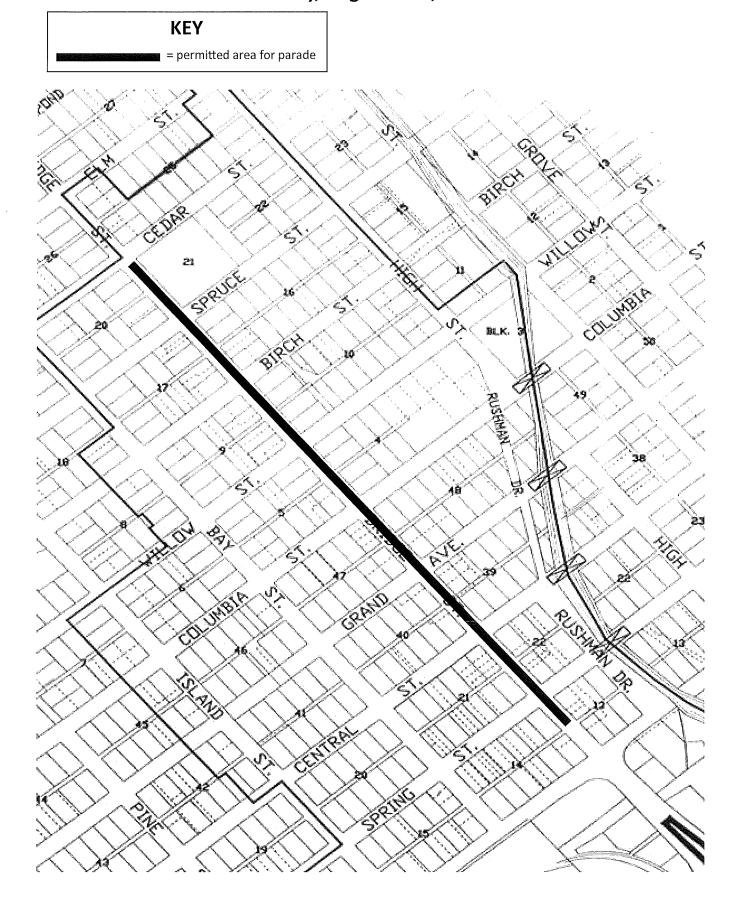
# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



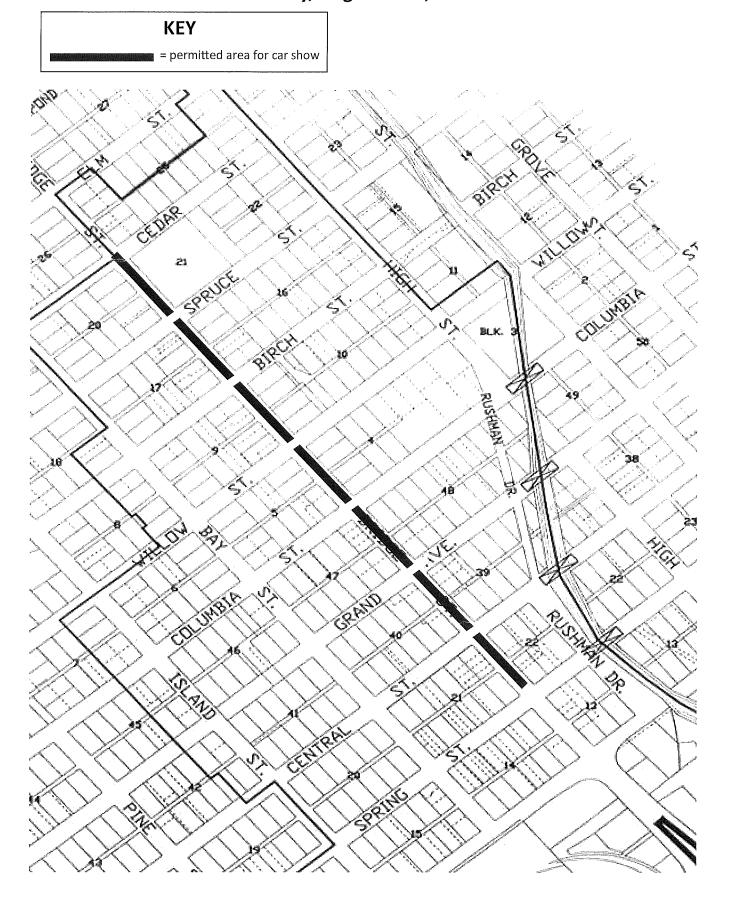
City Clerk City of Chippewa Falls

Applicant Name and Address:		Applicant Phane Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		715-723-6661
Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	of the organization organization:	d Phone Number of the headquarters and responsible head of such ain Street, Inc. / Teri Ouimette
Name of the event:	· · · · · · · · · · · · · · · · · · ·	of persons participating:
Pure Water Days Parade & Car Show	9,000+	
Date and start and end times requested for street use:		
Saturday, August 11th, 2018 11 a.m 10 p.m.		
Accurate description of the portion of the street or streets being	requested for use (a	attach maps if necessary):
N. Bridge St. from Cedar St. to the roundabout (see enclosed map	))	
Use, described in detail, for which the street use permit is reques	ted:	
Floats and walking units will participate in PWD Parade and a car	show will be held af	terwards
City services requested for the event (e.g., Street Department or I	Police Department :	staff time)
Barricades (the Street Dept. will be provided with a map like previous	ous years)	
The applicant agrees to indemnify, defend, and hold the City and its employees a expense incurred by the City or account of any injury to, or death of, any person for which the permit is granted. This Street Use Permit for the event may be ter safety, and welfare of the public appears to be endangered by the activities or if regulations adopted by the Common Council. Applicant understands they shall considers the request for Street Use Permit. Failure to appear may be grounds	s or any damage to proposition of the chippew the event is in violation be present when the Bostor denial of the reque	perty caused by or resulting from the activities wa Falls Police Department if the health, of any of the conditions of the permit or pard of Public Works or City Council
OFFICE USE	ONLY	
Estimated cost of City services requested (to be completed by Pol	ice Chief and Direct	or of Public Works):
4 officers for farage DETAIL. No Charge TO	Man ST.	Plos
Re <b>d</b> uirements of Applicant:		
Approved by:		
Signature of Chief of Police	Reshelf-Residence of Director of	2 / 4/2019  F Public Works
Recommendation of Board of Public Works (if required):	Approved	<u> </u>
Decision of City Council (required):	Approved	d Denied

## Pure Water Days Parade Map Saturday, August 11th, 2018



# Pure Water Days Car Show Map Saturday, August 11th, 2018





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address:		Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		715-723-6661
Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	of the organization organization:	d Phone Number of the headquarters n and responsible head of such ain Street, Inc. / Teri Ouimette /I 54729
Name of the event:	Estimated number	of persons participating:
Downtown Earth Day Cleanup	9,000+	
Date and start and end times requested for street use:		
Saturday, April 21th, 2018 8 a.m 12:30 p.m.		
Accurate description of the portion of the street or streets being	requested for use (	attach maps if necessary):
Harmony Courtyard		
Use, described in detail, for which the street use permit is reques	ted:	
The Courtyard will be used to check in volunteers who will be clea	ning up the downto	wn sidewalks, parking lots, and alleys.
City services requested for the event (e.g., Street Department or	Police Department	staff time)
NONE		
The applicant agrees to indemnify, defend, and hold the City and its employees expense incurred by the City or account of any injury to, or death of, any person for which the permit is granted. This Street Use Permit for the event may be ter safety, and welfare of the public appears to be endangered by the activities or if regulations adopted by the common Council. Applicant understands they shall considers the request for Street Use Permit. Failure to appear may be ground.	is or any damage to pro minated by the Chipper f the event is in violation be present when the B	perty caused by or resulting from the activities wa Falls Police Department if the health, n of any of the conditions of the permit or loard of Public Works or City Council
OFFICE USE	ONLY	
Estimated cost of City services requested (to be completed by Po	lice Chief and Direc	
Nove from CFD \$105 None from Ablect Requirements of Applicant:  If traffic cones are of please pick themany at the City barries a Friday April 20, 2018 and atom on Monda	readed for 12 45 Riverside Or ex. April 23, 20	serving parting spaces, ine proof to upon on 18 Rgh 2/02/2018
Approved by:  Signature of Chief of Police	Signature of Director of	J. Puly PE 2/2/2018
Recommendation of Board of Public Works (if required):	Approve	ed Denied
Decision of City Council (required):	Approve	ed Denied

FEB - 5 2018

## Application for Temporary Class "B" / "Class B" Retailer's License CITY TREASURER TR # 546.78

See Additional Information on reverse side. Contact the municipa	I clerk if you have questions.
FEE \$ \0.00	Application Date: 02-01-18
Town Village X City of Chippewa Fa	Ms County of Chippewa.
The named organization applies for: (check appropriate box(es).)	es at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  gatherings under s. 125.51(10), Wis. Stats.  O2-22-18 and ending 02-22-18 and agrees
	ommerce or similar Civic or Trade Organization
(a) Name Chippelya Falls Main Street, (b) Address 514 N. Bridge St., Chippely (street)	nc.
(d) If corporation, give date of incorporation 00/20/198	in seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
Vice President Brad Hentschel, 10 N. Ponc Secretary Sue Rada, 105 W. Central	St. Chippeivia Falls (715) 723-1146 ippeiva Falls, (715) 726-2500 : Ten Ouimette, 514 N. Bridge St.,
2. Location of Premises Where Beer and/or Wine Will Be Sol Beverage Records Will be Stored:  (a) Street number See Attachment	d, Served, Consumed, or Stored, and Areas Where Alcohol
(b) Lot	Block
(c) Do premises occupy all or part of building?	this and the which floor or floors or room or rooms licensed in
(d) If part of building, describe fully all premises covered under to cover:	this application, which floor or floors, or room or rooms, license is
3. Name of Event (a) List name of the event PAINT TOWN R (b) Dates of event Feb. 22, 2018 4pm - 7, DECLAR	on
The Officer(s) of the organization, individually and together, declare	
tion is true and correct to the best of their knowledge and belief.	Chippewa Falls Main Street, Inc. (Name of Organization)
Officer (Signature/date)  Officer (Signature/date)	Officer (Name of Organization)  Officer (Signature/date)
Date Filed with Clerk	Date Reported to Council or Board
Date Granted by Council	License No.
AT-315 (R-6-18)	Wisconsin Department of Revenue

2018 Paint the Town Red Wine Tasting

GLAZE N GLASS - 24 W. Cedar St.

4:30AM COFFEEHOUSE - 608 N. Bridge St.

COLLECTIVE CHARM - 16 W. Columbia St.

3D FITNESS - 312 N. Bridge St.

A ANDERSON JEWELERS - 304 N. Bridge St.

CROSSFIT - 15 W. Grand Ave.

B&G LIQUOR - 301 Bay St.

MASON SHOE OUTLET - 301 N. Bridge St.

SHADES OF YOU - 223 N. Bridge St.

HOUSE BLEND - 215 N. Bridge St.

KORGERS - 201 N. Bridge St.

COUNTRY TREASURES - 216 N. Bridge St.

FOREIGN 5 - 123 N. Bridge St.

ERICS - III N. Bridge St. Diamonds

BRIDGE STREET BREW - 114 N. Bridge St.

LACEYS - 101 N. Bridge St.

BIRD NEST-116 N. Bridge St.

FRIDAYZ - 33 W. Spring St.

### Application for Temporary Class "B" / "Class B" Retailer's License

Application for follipotally chare	
See Additional Information on reverse side. Contact the municipal	clerk if you have questions.
FEE \$	Application Date:
☐ Town ☐ Village ☑ City of CHIPPEWA Falls	County of <u>CHIPPEW A</u>
The named organization applies for: (check appropriate box(es).)  A Temporary Class "B" license to sell fermented malt beverages  A Temporary "Class B" license to sell wine at picnics or similar of at the premises described below during a special event beginning for comply with all laws, resolutions, ordinances and regulations (statement) and/or wine if the license is granted.	gatherings under s. 125.51(10), Wis. Stats. $\frac{4/21}{8}$ and ending $\frac{4/22}{18}$ and agrees
1. Organization (check appropriate box) → ☐ Bona fide Club	☐ Church ☐ Lodge/Society
	mmerce or similar Civic or Trade Organization
(a) Name CHIPPEWA FACIS SENIORHIGH SCHOOL ATLEST	TIC BOOSTER CLUB
(b) Address 735 TERRILL STREET, CHIPPEW	9 Fatus, W1 34729
(Street)	Town Village E City
(c) Date organized <u>6/30/59</u>	
<ul> <li>(d) If corporation, give date of incorporation</li> <li>(e) If the named organization is not required to hold a Wisconsi box:</li> </ul>	n seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this
(f) Names and addresses of all officers:	Inppear Falls, WI
Vice President Kevin Swift	6 04 5 4
Secretary Kristine Sterling 8298 Co. Hw.	15, Chippeum talls, WI
Treasurer Brenda Spindler /167 /	on sweet chippens Fairs, wi
(g) Name and address of manager or person in charge of affair	Chuck Ray Kovich 715-271-7593
<del>-</del>	Bloomer, W1 54724
2. Location of Premises Where Beer and/or Wine Will Be Sol Beverage Records Will be Stored:	d, Served, Consumed, or Stored, and Areas Where Alcohol
(a) Street number Norther WI Stade Fair G	rounds
(b) Lot	Block
(c) Do premises occupy all or part of building? Part	of BLDG
(d) If part of building, describe fully all premises covered under to cover:  ALL OF Creative Av IS BLD	this application, which floor or floors, or room or rooms, license is の.
	Contract States
3. Name of Event  (a) List name of the event CH - H ATLETIC	BODSTER CLUB Extravaganza
(a) List name of the event CHI - HI ATLETIC  (b) Dates of event 4/21/18 4pm - 4	1/22/18 - 2 AM PEB - 1 2018
DECLAF	
The Officer(s) of the organization, individually and together, declare tion is true and correct to the best of their knowledge and belief.	
5111000	CHIPPEUM Falls, Service Ityh School ATCHTIC BOOSEVC
Officer (Şignatyre/date)	Officer(Signature/date)
Officer (Signalure/date)	Officer Sudde Mollaka. (Signature/date)
Date Filed with Clerk	Date Reported to Council or Board
Date Granted by Council	License No.
AT-315 (R. 6-16)	Wisconsin Department of Revenue

7/2/14 Bur

115 (R. 6-16)

- Jal Stelm
- 02/05/18



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant:	Address of Applicant	•	
Chuck Ray Korich			
Name of Premises to be Licensed:	Address of Premises:		Date(s) of Event (Class "E" Licenses only):
No WI State Fairground	s Edward:	St	4-21-18
Class of License Applied for:	Class "A" Annual	[]	\$125.00
	Class "B" Annual	[ ]	\$80.00
	Class "C" Annual	[ ]	\$30.00
	Class "D" Annual	[ ]	\$25.00
	Class "D" If holder	of Class "C" [	] \$10.00
	Class "E"	M	\$10.00/day
	Live Music Annual	[]	\$30.00
	Juke Box	[]	\$30.00 (annual)

# **EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES**

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.		
NFAL	Second human rate of	2018
Signature of Applicant	Date	
Attest: Dully Sully Clerk/Debuty Clerk		CITY TREASURER TR# 1241112
Date of Council Approval:	License No.:	



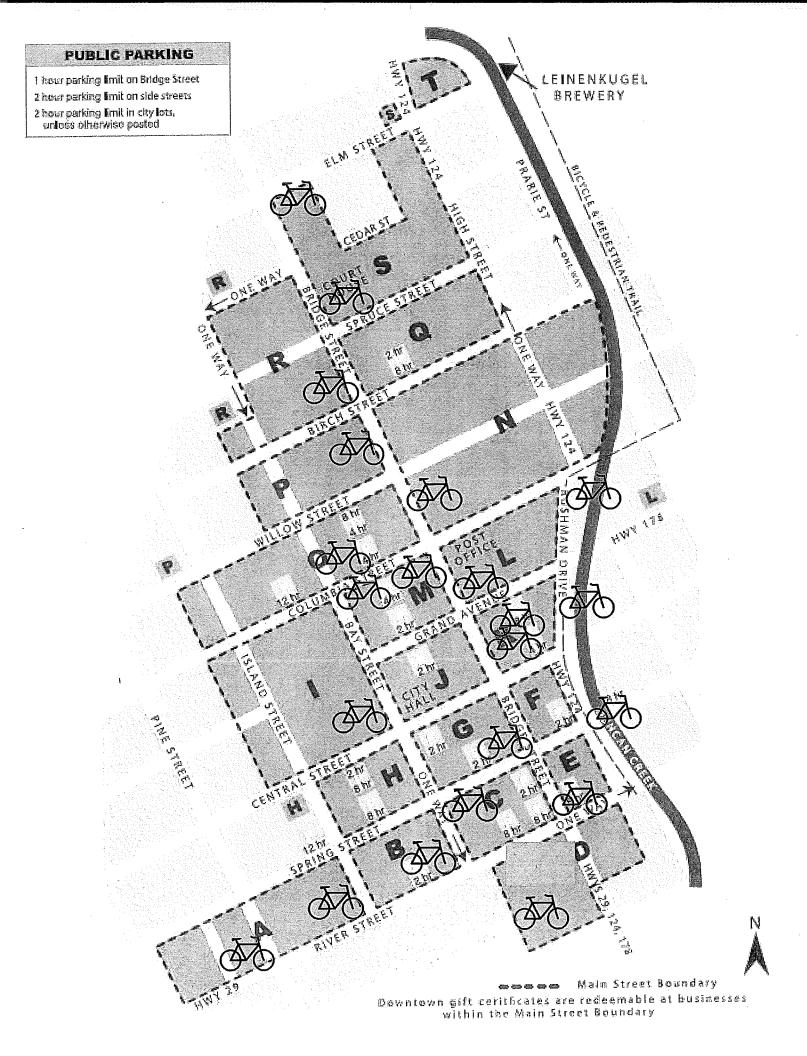
Name Of Applicant: Chippewa Falls Main Street c/o Teri Ouimette	Address Of Applicant: 514 N. Bridge St., Chippewa Falls, WI 54729				
<b>Telephone Number:</b> (715) 723-6661	Date And Length Of Time Requested For Use Of Sidewalk: Approximately May 1 - November 1, 2018				
Description Of The Portion Of Sidewalk To Be Used: Bikes will be locked to poles on corners (shown on attached map). Locations are subject to change.					
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Decorative bikes with flowers will be locked to poles on the sidewalks as part of our popular downtown beautification program. Flowers and bikes will be maintained by our organization.					

The applicant agrees to indemnify, defend and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner	tuluntis
Date Signed	125/18
Date of Council Approval	



# AN ORDINANCE REPEALING AND RECREATING THE ELECTRICAL CODE, CHAPTER 15 OF THE CHIPPEWA FALLS MUNICIPAL CODE

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

- 1. That Chapter 15 of the Chippewa Falls Municipal Code, Electrical Code, be repealed..
- 2. That Chapter 15 of the Chippewa Falls Municipal Code, Electrical Code, be recreated to provide as follows:

# CHAPTER 15

### **ELECTRICAL CODE**

15.01	Adoption of State Electrical Code
15.02	Electrical Inspector
15.03	Electrical Inspector - Powers and Duties
15.04	Permits Paris
15.05	Fees
15.06	Electrical Inspection Requirements
15.07	City Not Liable for Damages
15.08	Penalties

# 15.01 ADOPTION OF STATE ELECTRICAL CODE.

The Wisconsin Administrative Code, Safety and Professional Services (SPS) Chapters 305 and 316, and any future amendments and additions thereto, are hereby adopted and incorporated into this chapter by reference. Those portions of the National Electrical Code (NEC) which are adopted by SPS 316, Wis. Admn. Code, and any future amendments thereto, are also adopted and incorporated into this chapter by reference.

# 15.02 ELECTRICAL INSPECTOR.

(1) The Electrical Inspector shall be the City Inspector or Assistant City Inspector.

- (2) The Electrical Inspector shall not be interested as a partner or otherwise with any person or persons in any business dealing in electrical supplies, fixtures, or material, or carrying on the trade of work of an electrician.
- (3) The Electrical Inspector shall be a State of Wisconsin Certified Electrical Inspector.

# 15.03 ELECTRICAL INSPECTOR – POWERS AND DUTIES.

#### (1) Powers.

a. The Electrical Inspector or the Chief of the Fire Department shall have the power to cause removal of all wires and the discontinuance of all electrical current when the circuits interfere with the work of the Fire Department. The Electrical Inspector shall have the authority to cause the turning off of all electrical current to any equipment or circuits found to be in an unsafe condition, and cut or discontinue electrical service in cases of emergency and where such currents are dangerous to life or property.

#### (2) Duties.

- a. The Electrical Inspector and his/her authorized representative shall enforce the provisions of this chapter, including all rules and regulations adopted by this chapter.
- b. The Electrical Inspector and his/her authorized representative shall keep complete records of all applications received, permits issued, inspections made and other official work performed under the provisions of this chapter.

### 15.04 **PERMITS**.

- (1) PERMIT REQUIRED. No person shall install, alter, extend, replace or remodel any electrical system or equipment regulated by this code or cause the same to be done in the City of Chippewa Falls until a permit is obtained in accordance with this chapter except as specified in section 15.04(2). Permits shall only be issued to an Electrical Contractor licensed by the State of Wisconsin, a person exempt under the provisions of §101.862(5) or (6), Wis. Stats., or to the owner of a single family residence in which the owner occupies.
  - a. The City shall issue permits for electrical work upon the filing of proper applications, which shall be made on forms furnished by the City and shall describe the nature of the work, as well as such other information as may be required for inspection. In no case shall any electrical work be done unless a permit has been obtained prior to the start of electrical work, unless a permit is not required pursuant to subsection 15.04(2). The City may require the applicant to furnish plans and specifications covering the work to be done. It shall be the responsibility of the property owner, as well as the electrician, to determine that a proper permit has been obtained for the electrical work.

b. No permit shall be issued to any applicant who is in arrears on the payment of any of the fees or who has failed to comply with any outstanding lawful order of the Electrical Inspector.

#### (2) EXEMPTIONS.

- a. No permit shall be required by the provisions of this chapter for:
  - 1. Minor repairs made necessary for the proper maintenance of an existing installation.
  - 2. Replacing of fixed motors, transformers, appliances, fixtures and devices of the same type and rating in the same location.
  - 3. Electrical maintenance work performed by an industrial electrician licensed to perform such work.
  - 4. Adjustment or repair of highly specialized electrical apparatus or equipment, such as, but not limited to, elevators, dental, and medical equipment when performed by company or factory authorized personnel.
  - 5. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 50 volts.
- b. All work performed under the exemptions in subsection (a) shall be performed in full compliance with this chapter.

#### (3) PERMIT EXPIRATION.

When any electrical work for which a permit is issued is not started within 6 months from the date of the issuance of the permit, or after starting, there is a cessation of such work for more than 6 months, the permit shall lapse and be void, and no electrical work shall begin or resume until a new permit is obtained and fees paid. Where work has commenced within 6 months, the permit shall expire one year from the date the permit was issued.

#### 15.05 FEES.

- (1) Fees for permits for electrical work shall be established by City Council resolution.
  - a. If electrical work has been started before a permit is issued, the total fees for such permit may be double the regular fee. Payment of any fee required by this subsection shall in no way relieve any person of the penalties that may be imposed for a violation of this chapter.
- (2) A re-inspection fee may be charged each time a re-inspection is necessary due to the failure to show for a scheduled inspection or the failure to correct faulty, defective, or incomplete work identified during a prior inspection. Re-inspection fees shall be established by City Council resolution.

(3) Emergency work that is done prior to obtaining an electrical permit shall have the double fee listed in 15.05(1)(a) waived if the Electrical Inspector is satisfied that an emergency existed insofar that the person doing or causing the work to be done could not obtain a permit prior to performing the work. An electrical permit for the emergency work shall be obtained by the person responsible for the work by the end of the following business day.

# 15.06 ELECTRICAL INSPECTION REQUIREMENTS.

Unless otherwise permitted by the inspector, all work shall be left uncovered for inspection until approved by the Electrical Inspector. Whenever work is ready for inspection, the inspector shall be notified by the person receiving the permit and shall inspect the electrical work within 2 business days of notification. If the Electrical Inspector finds that the electrical work complies with this chapter, the inspector shall approve the work and authorize concealment of the same. If the Electrical Inspector finds that the electrical work is incomplete or not in compliance with this chapter, the inspector shall issue an order to correct the work within 10 days. Concealment of electrical work prior to inspection by the Electrical Inspector shall constitute a violation of this section.

# 15.07 CITY NOT LIABLE FOR DAMAGES.

This chapter shall not be construed as assuming any liability on the part of the City for damages to anyone injured, or any property destroyed by defective work, material or plan in any building or the permanent equipment thereof.

### 15.08 <u>PENALTY</u>.

Any person who is convicted of a violation of any provision of this chapter shall be subject to a forfeiture as provided in Chapter 25.04 of this Municipal Code.

DATED this 20th day of February, 2018.

COUNCIL PRESIDENT:

FIRST READING: February 6, 2018
SECOND READING: February 20, 2018
APPROVED:
Gregory S. Hoffman, Mayor
ATTEST:
Bridget Givens, City Clerk

#### **AMENDMENT TO AGREEMENT**

Amendment Dated February 5, 2018

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

#### **SERVICES:**

### Task 1—Monitoring Well and Gas Probe Sampling

Ground water monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored sampled annually in September.

#### Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently-approved methods.

#### Task 3—Data Reporting

The ground water monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

#### **COMPENSATION:**

CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$9,000.00, which includes laboratory fees, the same as the 2017 sampling cost.

### **PERIOD OF SERVICE:**

The	following	schedule	is	estimated	to	complete	the	Services:
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APPROXIMATE CALENDAR **TASK DATE OF EVENT COMPLETION** Sampling March and September 2018 **Data Reporting** Within 60 days of the end of the sampling period, as required by the WDNR In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above. City of Chippewa Falls Ayres Associates Inc **OWNER** CONSULTANT (Signature) (Typed Name) Ben Peotter, PE (Title) Manager – Environmental Services

(Date)

February 5, 2018

# CBS Squared, Inc. Master Agreement and General Conditions for Professional Services

This Master Agreement for Professional services is effective as of February 5, 2018 between City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (Client) and CBS Squared, Inc. (Consultant).

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The General Conditions of this Agreement for Professional Services shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements (SLA) with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following may be attached to an SLA: Exhibit 1 for Hourly Payments, Exhibit 2 or 3 for Lump Sum Payments, and Exhibit 4 for Resident Project Representative Duties/Responsibilities. If attachments are needed, they will be provided with the SLA. Invoicing and payment will be per the Master Agreement.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The Supplemental Letter Agreement shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

### **General Conditions**

Services of the Consultant

Consultant agrees to perform professional service as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of service hereunder.

Schedule

Unless specific period of times or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said service. If Client has requested change in the scope, extent, or character of the Project or the service to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that the Consultant is not responsible for damages arising directly, or indirectly, from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then the Consultant shall be entitled to an equitable adjustment in schedule and compensation.

#### Additional Services

If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification, and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services and to an extension of time for completion of additional services absent written objection by Client. Additional service shall be billed in accordance with agreed upon rate, or if not addressed, then at Consultant's standard rates as set forth in the rate table.

#### Suspension and Termination

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's Services are delayed by actions or inactions of other for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 day written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in the Agreement to reflect reasonable costs incurred by Consultant.

This Agreement may be terminated by either party upon seven day written notice should the other party fall substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expense and equipment costs then due and all termination expenses.

#### Client Responsibilities

The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private land required for Consultant to perform its services.

The Client shall provide all legal, accounting, financial and insurance counseling and other special service as may be required for the Project, along with all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's service, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of sample environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.

Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.

Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect aid utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damage which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or service furnished by the Client is in error or is inadequate for its purpose.

#### **Payment**

Invoices

Undisputed portion of invoices are due and payable within 30 days or as stated on the invoice. Client must notify Consultant in writing of any disputed item within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoice 30 day past due. Consultant reserve the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding service or Instrument of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.

Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.

Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoice in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agree to be bound by such venue.

#### **General Considerations**

Standards for Performance

The standard of care for all professional engineering and related service performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by member of Consultant's profession practicing under similar circumstance at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omission, nor for it mean, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

If requested in the scope of a Supplemental Letter Agreement, the Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinion of Probable Construction Cost provided for herein is to be made on the basis of Consultant's experience and qualification and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's method of determining price, or over competitive bidding or market condition, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional service and fee with Consultant.

Indemnity for Environmental Issues

Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, sub-consultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to cost of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

Limitations on Consultant's Liability

The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omission, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall be modified to cover the additional liability costs to provide the Consulting Services.

Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

It is intended by the parties to this Agreement that Consultant's service shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agree that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this sub-section shall be null and void.

#### **Dispute Resolution**

Mediation

Any dispute between Client and Consultant arising out of or relating to this Agreement or service provided under this Agreement, (except for unpaid invoices which are governed as stated previously),

shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

Litigation - Choice of Venue and Jurisdiction

Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

**Intellectual Property** 

Proprietary Information

All document including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.

Consultant shall retain all of its rights in its proprietary information including, without limitation, it methodologies and method of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience processed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

Client Use of Instruments of Service

Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its sub-consultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instrument of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.

Records requests or request for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant' current rate schedule, or fee negotiations in advance of release of documents or files.

Reuse of Documents

All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fee arising out of or resulting from reuse of Consultant documents without written consent.

CBS Squared, Inc.	City of Chippewa Falls
Ву:	Ву:
Title: President	Title:

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#### **CBS Squared Inc.**

#### Agreement for Professional Services

This agreement is effective as of February 5, 2018 between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (Client) and CBS Squared, Inc. (Consultant).

This letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described in the scope of services below.

**SCOPE:** The services to be provided by the Consultant for the Project will be to provide engineering services for the East Wellfield Chemical Room Upgrade project. See attached proposal.

**PAYMENT:** The Project will be invoiced on a time and materials basis with a not-to-exceed fee of \$11,804.

If additional services are required or requested, the Consultant will submit an estimate of additional costs prior to commencement of the proposed work. No additional work will be performed until the amendment has been approved and signed by the Consultant.

The payment method, basis, frequency and other special conditions are set forth below:

#### **Hourly Basis**

The Client and Consultant agree as to the hourly basis for payment for services provided by Consultant. The Client will be invoiced per the attached Rate Table for personnel. The Rate Table may be amended from time to time by mutual written agreement between the parties. Monthly charges for services shall be based on Consultant's Rate Table for personnel for applicable employees plus charges for expenses and equipment as agreed upon between the parties. Consultant shall be paid monthly for work performed.

#### **Expenses**

The following items represent reimbursable expenses by Consultant's employees or professional consultants on behalf of the Client providing the same are required to perform the work contracted for and shall be paid for as described in the Agreement.

- 1. Transportation and travel expenses (mileage).
- 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expenses connected with the Project.
- 4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, reports, plan and specification reproduction expenses.
- 6. Postage, handling, and specific delivery services.



- 7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. Any sales tax or use tax (excluding specifically income tax) levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
- 11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

#### **Equipment Utilization**

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either party.

The contract is between the following representatives:

Client's Representative: Rick Rubenzer PE, Director of Public Works

Address: City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729

Telephone: 715,726,2719 e-mail: rrubenzer@chippewafalls-wi.gov

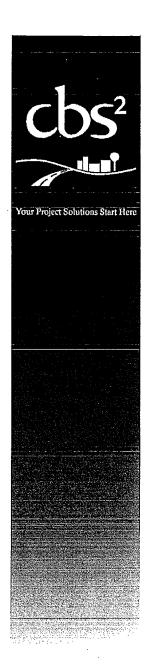
**Project Manager: Jon Strand** 

Address: 770 Technology Drive, Chippewa Falls, WI 54729



### Telephone: 715.641.7428 email:jstrand@cbssquaredinc.com

CBS Squared, Inc.	(Clients Name)		
Ву:	Ву:		
Title:President	Title:		
Exhibit 1 – Engineering Proposal Exhibit 2 – 2018 Rate Table		,	



# **CBS Squared, Inc**

Employee Rates Table 2018

Employee Title	Billable Rate
Senior Project Manager	\$155/hr
Project Manager	\$139/hr
Senior Professional Engineer	\$139/hr
Professional Engineer	\$118/hr
Staff Engineer	\$85/hr
Senior Architect	\$139/hr
Architect	\$118/hr
Project Leader	\$ 85/hr
Lead Designer	\$107/hr
Designer	\$97/hr
Senior Technician	\$91/hr .
Technician	\$67/hr
Administrative Assistant	\$65/hr
Senior Professional Land Surveyor	\$118/hr
Professional Land Surveyor	\$107/hr
Survey Crew Chief	\$80/hr
Survey Crew Assistant	\$65/hr
Planner/Specialist	\$102/hr
Account Assistant	\$63/hr
Student Engineer	\$53/hr
Field Assistant	<b>\$32/hr</b>

Note: All rates based on Fiscal Year 2018.

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